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EXHIBIT A

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

PATRICIA VELEZ, GERMAIN TORRES, FRANCISCO BOLANOS, and JOSE QUIJANO, individually and on behalf of other employees similarly situated, Plaintiffs v. PALERMO ENTERPRISES, INC. AND JOE GRECO, individually, Defendants

Case No. 15-cv-4997 Judge Kennelly

DECLARATION OF RAISA ALICEA

I, Raisa Alicea, swear and affirm that the following is true and correct:

- 1. I am an associate attorney at Consumer Law Group, LLC. I am duly admitted to practice law in the state of Illinois and have been admitted to practice in the United States District Court for the Northern District of Illinois.
- 2. My firm represents Patricia Velez, Germain Torres, Francisco Bolanos, and Jose Quijano (hereafter, "named plaintiffs"), former employees of defendants Palermo Enterprises, Inc., and Joe Greco.
- 3. My firm also represents Geovany Lucero, Reyna Escalera, Eduardo Mojica, Elvira Lozano, Marco Lestingi, Margherita Lestingi, and Cristina Chavez (hereafter, "opt-in plaintiffs"), former employees of defendants Palermo Enterprises, Inc., and Joe Greco.
- 4. On June 8, 2015, named plaintiffs filed this collective action complaint alleging defendants Palermo Enterprises, Inc., and Joe Greco violated the Fair Labor Standards Act ("FLSA") and Illinois Minimum Wage Law ("IMWL") by failing to pay named plaintiffs and other employees' half-time premium wages for overtime hours worked.
- 5. On February 24, 2016, the Court granted plaintiff's Unopposed Motion and Stipulation for Conditional Collective Action Certification.

- 6. On or about August 16, 2016, counsel for the parties reached an agreement on material terms of the settlement.
 - 7. All named plaintiffs have signed the Settlement Agreement.
- 8. Opt-in plaintiffs Geovany Lucero, Reyna Escalera, Elvira Lozano, Marco Lestingi, and Margherita Lestingi have signed the Settlement Agreement.
- 9. Opt-in plaintiffs Eduardo Mojica and Cristina Chavez have not signed the Settlement Agreement.
 - 10. Multiple efforts have been made obtain Mr. Mojica's and Ms. Chavez' signatures.
- 11. On October 12, 2016, a copy of the Settlement Agreement was mailed to Mr. Mojica's last known address via Federal Express.
 - 12. The Federal Express packet was not accepted and was returned to our office.
- 13. On November 16, 2016, a copy of the Settlement Agreement was mailed to Mr. Mojica's last known address via U.S. Regular Mail.
 - 14. No response from Mr. Mojica was received.
- 15. On October 12, 2016, my office called Ms. Chavez to schedule an appointment for her to sign the settlement agreement. Ms. Chavez indicated she would call us back to inform us when she would be available for an appointment.
- 16. I called Ms. Chavez on October 26, 2016. There was no answer and I left a voice mail.
- 17. My office called Ms. Chavez on October 27, 2016. There was no answer, a voice mail was left for Ms. Chavez.
 - 18. My office called Ms. Chavez on October 29, 2016. There was no answer.

- 19. My office called Ms. Chavez on November 2, 2016. There was no answer, a voice mail was left for Ms. Chavez.
- 20. My office called Ms. Chavez on November 3, 2016. There was no answer, a voice mail was left for Ms. Chavez.
- 21. My office called Ms. Chavez on November 8, 2016. There was no answer, a voice mail was left for Ms. Chavez.
- 22. My office called Ms. Chavez on November 9, 2016. There was no answer, a voice mail was left for Ms. Chavez.
- 23. My office called Ms. Chavez on November 11, 2016. There was no answer, a voice mail was left for Ms. Chavez.
- 24. My office called Ms. Chavez on November 16, 2016. There was no answer, a voice mail was left for Ms. Chavez.
- 25. Per the Notices of Consent to be a Party Plaintiff signed by Mr. Mojica and Ms. Chavez, all opt-ins "authorize the named plaintiffs and their counsel to negotiate the terms of any settlement on my behalf" and "are bound by any judgment of the Court or any settlement of this lawsuit". [Docket Nos. 23, 27].
 - 26. I am unaware of any opposition to the Settlement.
- 27. Named plaintiffs and I believe the settlement to be in the best interest of the Parties, and urge this Court to approve it.

In accordance with 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 11, 2017

Raisa Alicea